

MASTER SERVICES AGREEMENT

For Maintenance of Forklift / Material Handling Equipment

This Master Services Agreement (the "**Agreement**"), is made as of this 20 day of November 2014, but effective as of November 1, 2014 by and between **Sears Holdings Management Corporation** for and on behalf of its subsidiaries and affiliates, including, but not limited to, **Sears, Roebuck and Co.**, a New York corporation ("**Sears**"), **Kmart Corporation**, a Michigan corporation ("**Kmart**"), and **Sears Logistics Services, Inc.**, a Delaware corporation ("**SLS**") (individually and/or collectively, **Sears**, **Kmart** and **SLS** are referred to herein as (the "**Company**") and **Crown Equipment Corporation** ("**Contractor**"), a Ohio corporation. **Company** and **Contractor** may herein be referred to individually as a "**Party**" or collectively as the "**Parties**".

WITNESSETH:

WHEREAS, the **Company** desires to retain **Contractor** to provide the services set forth herein and in Exhibit B in connection with the **Company** facilities listed in Exhibit A; and

WHEREAS, **Contractor** represents that it has the expertise and experience to perform such **Services** and work and desires to undertake and perform such **Services** and work, either directly or through the use of its authorized, participating service providers all of which are identified on Exhibit A ("**Crown Dealers**"), for the **Company** in accordance with the requirements of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby confirmed and acknowledged, the parties do hereby agree as follows:

1. LOCATIONS AND SCOPE OF SERVICES

1.1 Scope of Services. **Contractor**, in accordance with the terms and conditions of this Agreement, shall perform the services and other related activities at each of the **Company**'s locations in the United States as described in Exhibit A (the "**Locations**"). **Contractor** shall perform the services in conformance with all the requirements specified herein and in Exhibit B (collectively the "**Services**"). The term "**Services**" includes the work and services required by this Agreement and Exhibit B, and includes all labor, materials, equipment and other activities provided or to be provided by **Contractor** to fulfill the **Contractor**'s obligations hereunder, to install Routine Supplies and Extraordinary Parts (as such terms are defined in Section 1.13), and/or which are reasonably inferable as necessary to produce the results intended by this Agreement.

1.2 Schedule. **Contractor** shall commence its work; including providing such equipment as may be ordered by **Company** or otherwise required in connection with **Contractor**'s obligation to perform the **Services** herein in accordance with the dates and timeline set forth in Exhibit B (hereinafter referred to as "**Schedule**"). No change shall be made to the **Schedule** without the express written consent of **Company**.

1.3 Subcontractors. (i) **Company** agrees that **Contractor**'s Service Providers will be performing maintenance and the **Services** under this Agreement. **Contractor** is responsible for all acts or omissions of the Service Providers and any other subcontractors selected by **Contractor**, and **Company** has the right to reject any Service Provider or other subcontractor selected by **Contractor** without cause. For the purpose of determining **Contractor**'s liability, any time the term "**Contractor**" is used in this Agreement, it includes all Service Providers and any other subcontractors performing any part of this Agreement on behalf of

Contractor, and "subcontractors" includes all Service Providers and any other entity, employee, agent or person performing any part of this Agreement on behalf of a Service Provider or Contractor. In the event this Agreement is terminated for any reason, there shall be no limitations, restrictions, or conditions on the rights of Company to hire, or cause to be hired by any third party, any Service Provider, subcontractor, or its employees. Contractor's entering into any subcontract shall not relieve, release or affect in any manner any of Contractor's duties, liabilities or obligations hereunder, and Contractor shall be and remain liable hereunder to the same extent as if Contractor had performed the Services.

(ii) Company retains the sole right to reject any Service Provider furnished, and in such event, Contractor shall provide alternative Service Provider for Company's consideration, until approved by Company. There shall be no additional costs incurred by Company as a result of usage of Service Providers by Contractor. Contractor shall be solely responsible for payments due to the Subcontractors it uses, and when requested by Company, Contractor shall require a fully executed lien waiver from all Service Providers it uses, prior to making final payment to said Service Provider(s). Company shall have the right to require further assurances, including a set-off, in the event that allegations are made that Contractor has failed to pay its Service Providers, and such failure may be considered a substantial breach of the Agreement.

(iii) In the event this Agreement is terminated for any reason, there shall be no limitations, restrictions, or conditions on the rights of Company to hire, or cause to be hired by any third party, any Service Provider, or its employees.

(iv) Contractor will enter into written agreements ("**Subcontractor Agreements**") with any subcontractor Service Provider used for Locations, subject to Company's approval, in Contractor's own name, as an independent contractor and not as agent for Company.

(A) All such Subcontractor Agreements must be subject to termination by Contractor without cause or penalty, upon notice to the Subcontractor.

(B) All such Subcontractor Agreements must require the Service Provider to comply with all security and safety rules implemented for each Location.

(C) All such Subcontractor Agreements will require insurance coverage as set forth in this Agreement.

(D) All such Subcontractor Agreements will provide for indemnification and defense obligations from the Service Provider to Contractor. Contractor will defend and indemnify the Indemnified Parties for the acts of the Service Provider

(E) All such Subcontractor Agreements will require Service Providers to be trained and certified and to comply with industry best practices with respect to the Services.

(v) Contractor shall be responsible for tracking and ensuring that each Service Provider has required insurance coverages as set forth herein. Upon request by Company, Contractor shall provide Company with certificates of insurance evidencing the insurance coverage required hereunder.

(vi) Nothing in the Subcontractor Agreement minimum requirements set forth above shall limit Contractor's liability to Company under this Agreement for the actions of the subcontracting Service Provider, or their agents and employees, under this Agreement, including but not limited to the defense and indemnification provisions of this Agreement. In the event that a claim arises that involves Service Provider's acts or omissions, Contractor shall be responsible for such actions under this Agreement and Contractor shall accept Company's tender of defense and request for indemnification from Company,

notwithstanding any rights that Contractor may have against the Service Provider under the terms of the Subcontractor Agreement.

1.4 Account Manager. Contractor shall be responsible for the direct supervision of its employees and all Service Providers, other persons and entities performing any of the Services or other of Contractor's obligations to Company as described herein. Contractor shall assign a designated account manager (the "**Manager**"), who shall be available at all times to report to, and confer with, the Company's representatives with respect to the Services. Company shall be informed of the Manager and other key members of Contractor's staff with responsibility for the Services.

1.5 Local Rules. Company shall allow Contractor access to the Location(s) for the performance of the Services, subject to the security rules and operating needs of Company. Contractor shall cause its employees and subcontractors to observe the working rules, building rules and regulations, security regulations and holiday schedule of Company, while working at the Locations and to perform their respective duties in a manner which does not unreasonably interfere with business and operations at the Locations (including without limitation the work of other contractors who may also be engaged in providing work at the Location(s)). Contractor shall be responsible to the Company for acts, errors and omissions of Contractor's employees, subcontractors (if any) and their agents and employees, and any other persons performing any portion of the Services. Company may require Contractor's employees and/or subcontractors to exhibit identification credentials at all times while at the Premises, which credentials must be returned to Company, promptly when such person is no longer performing any Services. Upon entering each Location to perform the Services, Contractor's employees, subcontractors (if any) and their agents and employees, and any other persons performing any portion of the Services, may be required to sign in and out at a predetermined location. The personal property of Contractor's employees and subcontractors (if any), including lunch pails, knapsacks, outerwear, etc., will be stored at a predetermined location and will be subject to inspection by Company at any time.

1.6 Licenses, Permits and Compliance with Laws. Contractor warrants that it presently possesses all necessary and appropriate governmental authority to perform Services at all Locations designated in Exhibit A. Prior to commencing Services, Contractor shall procure at its sole expense all licenses, permits and approvals required by federal, state or local authorities in connection with the performance of the Services. Contractor shall keep all such licenses, permits and approvals in full force and effect and furnish copies to Company upon request. Contractor shall comply with (and give all notices required by) all laws, ordinances, rules, regulations, lawful orders and other requirements of public authorities bearing on performance of the Services, including, but not limited to, applicable federal and state occupational safety and health ("**OSHA**") laws, regulations and guidelines, and applicable regulations governing the use, clean up and disposal of materials used in providing the Services (including requirements relating to the provision of material safety data sheets). If an allegation is made that Contractor failed to comply with any law, regulation or requirement, or failed to obtain any required permit or license, Contractor shall pay any fines, penalties or interest imposed upon Company as a result and Contractor shall reimburse Company for any expenses, including, but not limited to, reasonable attorney's fees, incurred by Company in responding to such allegation and enforcing its rights under this provision.

1.7 Qualified Workers. Contractor shall perform the work in a good, professional and workmanlike manner. Contractor represents and warrants that the Services shall be performed by only qualified, trained, careful and efficient employees or subcontractors in strict conformance with the industry practices and standards and ethical standards, and such additional requirements as may be reasonably imposed in writing, provided by the Company from time to time.

1.8 Background Checks and Drug Testing. Contractor shall also be responsible for

completing drug testing and routine background checks on its employees working at the Locations prior to hiring and ensuring that any such employees have had no felony convictions in the last seven (7) years or if different time periods or criminal conviction standards are required under state or federal law, then in accordance with those standards. Contractor shall require subcontractors, if any, to complete and pass the same testing and background checks as those required herein for Contractor's own employees.

1.9 Changes in Scope of Service. Company may order changes or alterations in the Services that are within the general scope of this Agreement without invalidating this Agreement upon agreement of Contractor. No changes or alterations to Services to be provided in connection therewith shall be valid unless in writing and signed by an authorized representative of the Company and Contractor.

1.10 Safety and Security. Contractor recognizes the various types of and understands the potential risks and hazards to persons, property and the environment associated with the Services. Contractor shall be responsible for initiating, maintaining and supervising all safety and security precautions and programs in connection with the performance of this Agreement. Contractor shall take reasonable precautions for safety and security of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) all persons performing any portion of the Services and other persons who may be affected thereby; (ii) the Locations in which the Services are performed, and materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of Contractor or Contractor's subcontractors; and (iii) other property at the Location.

1.11 Theft. Contractor will be responsible to Company for all losses incurred by Company as a result of the theft of Company property by the Contractor's employees, agents, representatives, and subcontractors that are on Company's premises performing any part of the Services. Theft loss includes, but is not limited to, the theft of cash, merchandise, equipment and any personal property belonging to Company's employees. Contractor is obligated to reimburse Company for all such theft losses. In the event that it is determined by Company that members of Contractor's work force are involved in any theft related activity, Company will promptly notify the Contractor of its investigative findings and intended action with respect to such findings.

1.12 Right to Work. Contractor expressly assures Company that all employees used to perform work under this Agreement have presented sufficient documentation to establish identity and employment eligibility. Contractor represents and warrants: (a) that it has complied with the requirements of the Immigration Reform and Control Act and all related authority, including, but not limited to, required Form I-9 completion, re-verification and retention, (b) that its personnel rendering the Services are authorized to work in the United States, and (c) that all of its personnel performing the Services have cleared background checks as set forth in Section 1.2 of this Agreement. At Company's request, Contractor shall submit signed, sworn certifications to Company concerning the lawful immigration and background check clearance status of its personnel.

1.13 Equipment and Tools. Except in connection with any extraordinary parts and materials ("Extraordinary Parts") that are not included as a standard or routine supply which may be used or included as part of the routine preventative maintenance Services set forth in Table 1 of Exhibit B ("Routine Supplies") and which may be purchased by Company pursuant to this Agreement and in connection with the Services to be provided by Contractor, Contractor will be solely responsible for the cost of all equipment, tools and basic parts used in connection with the Services. Contractor shall maintain all such equipment, tools and supplies in a clean, safe, and fully operable condition. Further, Contractor shall, at its sole cost and expense, promptly repair or replace such tools and equipment and replenish consumable supplies as required to fully comply with this Agreement.

1.14 Key Supplier Performance Program. Contractor agrees to participate in the Company Key Supplier Performance Program in accordance with the terms and conditions set forth in Exhibit C.

1.15 No Business Guaranty. Contractor understands and agrees that there is no guarantee as to the number of locations or volume of Services required or the amount of business which may be generated hereunder. Contractor recognizes that its investment in equipment, materials, personnel and facilities utilized to render the Services described herein may not be fully realized upon the termination of this Agreement. Contractor assumes this business risk and releases and discharges Company and the Indemnitees from any and all claims in law or equity for expenses, costs, losses or damages incurred and arising out of Contractor's investment in such equipment, materials, personnel and facilities.

1.16 Code of Conduct. Contractor agrees to comply with the Sears Holdings Corporation Code of Vendor Conduct set forth at <http://www.searsholdings.com/govern/SHCCodeofVendorConduct.pdf> ("**Code of Vendor Conduct**"). Furthermore, Contractor acknowledges that it is aware of the Sears Holdings Code of Conduct set forth at <http://www.searsholdings.com/govern/code.htm> and that Company's employees are required to follow the Sears Holdings Code of Conduct. Contractor shall support the Sears Holdings Code of Conduct and shall not take any action that may cause an employee to violate the Sears Holdings Code of Conduct. Contractor shall report any violations of or attempt to violate the Code of Conduct to the Ethics Hotline or Chief Ethics and Compliance Officer as described in the Code of Conduct. Further, the parties acknowledge that items outlined in any Code of Conduct which reflect requirements that are relevant only to retail items for resale by Company do not apply to this Agreement

1.17 Electronic Communications. (i) If required by Company, in order to more effectively communicate electronically with one another and automate various operations between Company and Contractor, the parties shall utilize Company's third party e-commerce service provider, currently Ariba Supplier Network, or as otherwise identified by Company to Contractor from time to time ("**E-Commerce Provider**"). This will allow the parties to transmit to one another various documents and communications, including but not limited to, purchase orders, work orders, change requests, advance ship notices, delivery schedules & receipt confirmations, requests for proposals, invoices, acknowledgements, catalogs, catalog punch-outs, portal usage, fees, discount rates, acceptances of discounts, reports provided by Contractor to Company, product literature and information, parts lists, notices as required or allowed hereunder, clarifications and confirmations ("**E-Documents**").

(ii) Company and Contractor shall be individually responsible for purchasing or acquiring a license to install and/or use any software application, host site, support services agreement, equipment, maintenance service agreement or any other process or service deemed necessary by Company, and any renewals thereof, in order to access and utilize the E-Commerce Provider's electronic communications portal, record retention system and any other modules or accessory applications deemed necessary by Company (the "**E-Network**"). Company shall not be responsible for Contractor's failure to pay fees due to the E-Commerce Provider or Contractor's failure to adhere to the terms of use of the E-Network. Contractor shall adhere to the terms and conditions of its agreements with the E-Commerce Provider. In the event that Contractor fails to maintain a relationship or breaches or defaults on its agreements with the E-Commerce Provider, such failure may result in a cross-default of this Agreement, and the cancellation by Company of purchase orders or work orders placed with Contractor with no liability to Company for any such cancellation.

(iii) Contractor shall be solely responsible for the purchase price or licensing fees, transaction fees, renewal fees, etc. assessed by the E-Commerce Provider; and Contractor shall not pass along any such fees to Company. Contractor shall also be responsible for the training of its employees or agents in utilizing the E-Network and for their proper use of the E-Network and any associated user IDs and passwords. Contractor shall maintain current email addresses and other contact information in the E-Network so to maintain the timely and efficient routing of all E-Documents with Company.

(iv) The transmission of E-Documents via the E-Network shall have the same validity and enforceability as if they were delivered as signed, written paper documents or communications. If Company submits its purchase orders or work orders to Contractor via the E-Network then Contractor shall submit its invoices under those purchase orders or work orders to Company via the E-Network. If Contractor fails to do so, then Company may give Contractor notice with a thirty (30) day period to cure if Company deems Contractor's invoices submitted by Contractor outside the E-Network to be unacceptable. The party submitting its E-Document via the E-Network is responsible to confirm the transmission of the E-Document and its availability on the E-Network to the other party, and to resubmit its E-Document in the event of any transmission or submission error, due to whatever cause. Neither party shall use the failure, crash or temporary unavailability of the E-Network as a basis or excuse for any breach it commits under this Agreement.

1.18 Representations and Warranties. Contractor represents and warrants at execution of this Agreement and hereby covenants throughout the term of this Agreement the following:

(a) **Adherence to Professional Standards and Laws.** Contractor and any subcontractor and each of their respective personnel shall perform the Services in compliance with the applicable equipment manufacturer's manual and recommendations as well as any applicable generally accepted professional practices relating to the nature of the Services in effect at the time the Services are performed, and in full compliance with all applicable laws, regulations and requirements of all governmental authorities, including without limitation all laws related to the environment, health and safety;

(b) **Safeguards.** Contractor shall erect and maintain, as required by existing conditions and progress of work, all reasonable safeguards for safety and protection, including posting signs and other warnings against hazards;

(c) **Management Practices.** Contractor agrees to incorporate and adhere to the use of best management practices in Contractor's performance of Services under this Agreement;

(d) **Emergencies.** In any emergency affecting the safety of persons or property arising out of the Services, Contractor shall act immediately to prevent threatened damage, injury or loss. Contractor shall claim no added compensation on account of emergency work or Services, and Contractor agrees that it is not entitled to such added compensation; and

(e) **Use of Certified Technicians and Appropriate Parts and Equipment.** Contractor shall use only repairmen and technicians who have been properly trained and certified with respect to the specific equipment on which they are rendering Services, including, as the Services hereunder and related industry pertains, the adherence to practices, standards and guidelines of the applicable equipment manufacturer's manual and recommendations, and any industry and its primary nationally recognized association, or any other state or federal certification or accreditation program, as applicable, in performing all Services required pursuant to this Agreement.

(f) OTHER THAN THE WARRANTIES EXPRESSLY GIVEN IN THIS AGREEMENT OR IN CONTRACTOR'S STANDARD WARRANTY TERMS, CONTRACTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WITH RESPECT TO ANY SERVICE PROVIDED PURSUANT TO THIS AGREEMENT.

2. PAYMENT

2.1 Full Consideration. The Company agrees to pay Contractor, and Contractor agrees to accept from the Company, as full consideration for the Services and the complete performance of this

Agreement, amounts calculated pursuant to Exhibit B. The parties agree that the rates set forth in Exhibit B may only be amended by mutual execution by Company and Contractor of a replacement or supplemental exhibits. Contractor shall be responsible for and shall bear the cost of all aspects of administering, operating and performing the Services detailed in this Agreement, unless otherwise expressly provided for herein. Contractor's sole compensation for the performance of the Services shall be the fees detailed in this Agreement. With the exception of Extraordinary Parts and Routine Parts to be purchased by Company hereunder, which shall be separately charged and invoiced to Company, Contractor shall purchase in its own name and include in its charges for Planned Maintenance (as described in Exhibit B) any other routine & preventative maintenance supplies, services and equipment necessary for Contractor's performance of the Services.

2.2 Invoices. Company agrees to initiate payment within sixty (60) days from the date of any invoice, provided that all non-proprietary, reasonably requested supporting documentation in connection therewith has been given to Company. Contractor shall provide one monthly consolidated invoice to each Company business unit. Invoices shall be sent preferably as a consolidated Microsoft Excel spreadsheet ready for upload to Company representative, to be provided. Contractor will provide "EDI" transmittal upon request. Each invoice shall cover all Services performed by Contractor during the prior calendar month. Contractor shall promptly comply with Company requests to provide an aging report with each periodic invoice, and/or to provide by January 15 a final invoice for all Services rendered through the calendar year. Company is not required to pay any disputed charge until after the resolution of the dispute. All fees and expenses are payable in U.S. Dollars. Contractor agrees to establish, implement and maintain "Electronic Funds Transfer" (EFT), or ePayables (credit card settlement), in accordance with Company's policies and requirements as communicated to Contractor, as the only means to receive payments from Company during the term of this Agreement. Company, in its sole discretion, may retain either (i) ten percent (10%) of the total price for the Services specified in any invoice or other estimate or proposal for Services provided by Contractor; or (ii) the amount of the final invoice, until the Services contemplated by the invoices or under any proposal, estimate or other Company authorization to proceed with the delivery of Services, are deemed by Company to be complete, including any final documentation or reports.

2.3 Change to Billing Procedures. Contractor understands and agrees that any of the Company's subsidiaries or business units may have different billing requirements. Contractor will review the invoicing procedures provided by each Company to determine if it can comply with the requirements. Company may modify the billing requirements from time to time hereafter upon written notice to Contractor and written agreement by Contractor.

2.4 Supporting Documentation. Invoices for payments claimed due shall include all supporting documentation reasonably requested by Company to verify and evaluate an invoice, as well as to waive all rights to any lien claim(s) by Contractor, or its subcontractors (if requested by Company). Contractor's invoices shall specify which particular Company subsidiary or business unit the Location is part of and the Location number to which the Services relate. Each invoice will clearly list and describe which periodic work was performed in the previous month. Notwithstanding any of the above, Company shall have the right to withhold payment of sums invoiced by Contractor to the extent Contractor has not performed the Services to the full reasonable satisfaction of the Company. Such payment shall be made only when the requirements are satisfactorily completed. Any payment so withheld will not accrue interest. It is understood that any instances of substandard work will be reported to and discussed with Contractor.

2.5 Taxes. (a) Contractor is responsible for ascertaining and charging all applicable federal, state and/or local sales taxes and transportation related taxes. Contractor shall charge and collect such taxes from Company, and Company shall pay or reimburse Contractor for any and all taxes, fees or assessments as charged by and reflected by Contractor on its invoices, that Contractor determines are required by law to be

levied or based upon the use or maintenance of the equipment under this Agreement, the equipment, the transfer, use, possession or operation of the equipment, or any combination of the foregoing, whether the same be payable by or assessed to Contractor or Company, including but not limited to personal property taxes, gross receipts taxes, privilege taxes, excise taxes, license taxes, and sales and use taxes, but excluding only taxes measured by the net income of Contractor. The amount for taxes, as set forth in the Maintenance Schedule may be increased or decreased from time to time and Company agrees to pay or reimburse Contractor for such taxes and any increases, changes, additions or corrections thereto. Contractor shall promptly refund to Company any incorrect tax, over-charge, over-payment or refund it receives, along with the applicable interest provided by the taxing body, which shall continue to accrue and be payable by Contractor to Company on amounts not paid to Company within 14 days of receipt by Contractor.

(b) Contractor is solely responsible for the remittance of all such sales and use taxes to the proper taxing authorities. Furthermore, Contractor shall indemnify, defend and hold Company and the Indemnitees harmless from any and all claims, losses, liabilities and obligations including, without limitation, attorney's and accountant's fees and expenses and litigation costs, arising out of or resulting from Contractor's failure to assess, determine, charge, invoice, collect or pay any sales or use taxes related to the Services. Contractor shall submit evidence as required by Company that all taxes have been paid and Contractor shall maintain records relative to its payment of any required taxes as required by applicable law.

2.6 Books and Records, Audit Rights. Contractor shall keep and maintain complete and accurate books and records regarding the services provided hereunder at its principal place of business for a period of three (3) years or any longer period required by law following the completion of all Services under this Agreement. During this Agreement and for three (3) years after its expiration or termination, Contractor shall permit Company and its representatives to visit its facilities where the Services are performed, upon not less than fifteen (15) business days' notice, during normal business hours, to audit Contractor's non-proprietary records and systems and interview Contractor's employees and independent contractors regarding Contractor's performance of and charges for the Services, Contractor's practices, policies, and procedures relating to processing and the security of Company information. Each party will bear its own costs in connection with the audit, including costs of the time spent by each party's representatives in performing and cooperating with the auditing personnel. Contractor will bear all on-site photocopy costs. However, in the event that the audit reveals deficiencies in Contractor's record-keeping or accounting resulting in overcharges to Company, Contractor shall reimburse Company the cost of the audit as well as any overcharges revealed by such audit(s).

2.7 Disputed Invoices. In the event of a dispute over an invoice, Company will pay the undisputed portion of the invoice in accordance with this Agreement. Company will work with Contractor in good faith to resolve issues related to the invoice. Any disputed charges will not accrue interest. Company is not required to pay any disputed charge until after the resolution of the dispute. In the event of any Contractor failure of performance, or partial failure of performance occurring during any invoice period, Company will immediately notify Contractor and allow Contractor an opportunity to resolve such performance.

3. INDEPENDENT CONTRACTOR AND PERSONNEL

3.1 Independent Contractor. It is clearly understood and agreed, and it is the exclusive intention of the parties that Contractor's status shall be that of an independent contractor and not that of a partner, joint venture, servant, agent or employee of the Company. Contractor shall not hold itself out as, nor claim to be acting as, a partner, joint venture, employee, agent or servant of the Company. Contractor is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation

on behalf of the Company. Nothing contained herein shall be construed to create the relationship of partner, joint venture, principal and agent, or employer and employee between Contractor and the Company.

3.2 Employees of Contractor. Neither Contractor nor any of Contractor's employees or agents, if any, shall be construed to be an employee of the Company in performing services under this Agreement for any purpose whatsoever including, but not limited to, the Federal Insurance Contribution Act ("FICA"), the Social Security Act, the Federal Unemployment Tax Act, income tax withholding (federal, state and local) and any and all state and local tax laws. Contractor agrees to timely file any necessary federal and/or state income tax returns, whether quarterly, annual or otherwise. Notwithstanding the foregoing sentence, if a court or any agency of either the federal or any state government determines that any workers engaged by Contractor, in the performance of the services under this Agreement, are employees of the Company for any purposes whatsoever including, but not limited to, liability for withholding taxes, social security, unemployment compensation, and all similar taxes, workers' compensation coverage or liability, or any other state or federal law applicable to employment, Contractor agrees to hold and save the Company and the Indemnitees harmless from any and all liability, obligation or expense incurred by the Company including, but not limited to, the amount of any assessment, award, judgment or other which may be entered against the Company on account of such determination, as well as any other expense incurred by the Company in connection with such matter, including attorneys' fees. The Company shall have the right to reduce any payments due to Contractor by amounts due to be paid to the Company by Contractor pursuant to this Section 3.2.

3.3 Removal of Employees or Subcontractors from Locations. Contractor shall have the right to select and determine the persons who shall render the Services at the Location(s), provided that the Company reserves the right, which may be exercised upon immediate notification to Contractor, to remove, or to require Contractor to immediately remove, from the Locations any employees or subcontractors of Contractor who, in the Company's sole and exclusive discretion and judgment, are unqualified, have engaged in improper conduct, or otherwise pose a hazard or threat to any persons or property on the Locations; provided, however, that such right of the Company shall not give rise to a duty on the part of the Company to exercise this right for the benefit of Contractor or any other person or entity.

3.4 Supervision. (a) Contractor shall be solely responsible for issuing instructions to its employees, agents and subcontractors, if any, as to the Services to be performed hereunder. The Company shall have no right to supervise the employees, agents and subcontractors, if any, of Contractor or to control the method or means by which they perform the duties assigned to them by Contractor.

(b) Contractor shall instruct and ensure that its employees, agents and subcontractors represent themselves as being the employees or agents of Contractor (by Contractor's business name) to Company representatives, store managers, store employees, etc., and not represent themselves only by name of their subcontractor's business name, franchise or other tradename. Company personnel are internally advised that Contractor (by its business name) will be at the Location for performing Services, and not by the name of the subcontractor.

(c) Contractor, Contractor's employees, agents and subcontractors will operate in accordance with the processes established in the Fleetstats agreement with Company, attached to this Agreement as Exhibit B.

3.5 Equal Employment Opportunity. Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, handicap or status as a disabled or Vietnam-era veteran. Contractor shall comply with all federal, state and local requirements regarding equal employment opportunity and affirmative action in the performance of this Agreement. Where applicable, the Equal Employment Opportunity clauses required under Executive Order 11246, and

the implementing regulations of the Department of Labor as well as related executive orders, the Rehabilitation Readjustment Assistance Act of 1973, the Americans with Disabilities Act of 1990, and the Vietnam Era Veterans Readjustment Assistance Act of 1974 are incorporated by reference.

3.6 Harmonious Labor Relations. Contractor shall maintain harmony and avoid any and all disputes with labor unions in which the Contractor, and subcontractor, or any person or entity performing the Services may become involved. Contractor shall be responsible to Company for any delay, disruption, obstruction or hindrance in the Services, and damages and extra costs resulting from such disputes.

3.7 Payroll Taxes. Contractor assumes full responsibility for all contributions, deductions, taxes and assessments on all payrolls or otherwise under all applicable federal, state and local laws (including required withholding from wages of its employees where required) and Contractor shall be responsible for all negotiations and contracts with the bargaining agents, if any, of the employees of the Contractor. Contractor shall at its own expense comply with all applicable workers' compensation, unemployment insurance, employer's liability, minimum wage and other federal, state, county and municipal laws, ordinances, rules, regulations and orders, including but not limited to the Federal Civil Rights Acts, Fair Labor Standards Act, Americans With Disabilities Act, Occupational Safety and Health Act, and the Labor Management Relations Act.

4. INDEMNIFICATION AND DEFENSE OF CLAIMS

4.1 Indemnification. To the fullest extent permitted by law, Contractor shall protect, indemnify, and hold harmless each of the Company parties and their business units, their parent corporation and Affiliates and any landlords at the Locations, and the respective officers, directors, shareholders, distributors, agents, and employees of each (collectively, the "**Indemnitees**"), from and against any and all claims, demands, actions, causes of action, liabilities, damages, losses, fines, penalties, interest and expenses, including, without limitation, reasonable attorneys' fees and expenses and litigation costs, resulting from or arising out of any injury to or death of any person, damage to any property, or other loss, cost, expense or damage which may have been caused by or be related to the following: (i) any negligent acts, errors or omissions of Contractor, its employees, agents or subcontractors, or any other person or entity for whom Contractor is responsible in connection with the performance of the Services under this Agreement, whether or not lawful or within the scope of their employment, (ii) the failure of Contractor, its employees, agents or subcontractors to comply with any applicable law, statute, ordinance, code, rule, regulation or requirement of a public authority or any inquiry or investigation of any public authority of Contractor's Services, (iii) the Services provided by Contractor, its employees, agents or subcontractors, or (iv) any breach by Contractor of any obligation of Contractor under this Agreement (items (i)-(iv) herein are, (collectively, the "**Claims**"); provided that Contractor shall not be liable to the Indemnitees to the extent that the Indemnitees' negligence or willful misconduct is the cause of the injury, death, damage to property or other loss.

4.2 No Limitation. In claims against any person or entity indemnified under this Article 4 by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, the indemnification obligation under this Article 4 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Further, the indemnification obligations described herein shall survive expiration or termination of this Agreement.

4.3 Attorneys Fees. The indemnity obligations of Contractor under this Article 4 also include,

without limitation, all costs, expenses and reasonable attorneys' fees incurred by the Company to enforce the obligations of Contractor under this Article 4.

4.4 Defense Obligations. Contractor shall, at its own cost and expense, defend the Indemnitees from and against all allegations (even though such allegations may be false, fraudulent or groundless) asserted in any and all Claims, whether actual or alleged and whether or not Contractor's indemnity obligations under this Article 4 shall apply. Contractor shall use counsel reasonably satisfactory to the Company in the defense of the Claims.

4.5 Limitation of Liability. The work to be performed under this Agreement by Contractor shall be performed at Contractor's risk. Company shall not be liable for any loss, theft or damage of or to any vehicles, equipment, supplies or other property of Contractor or its employees, or subcontractors, or in the possession or custody of Contractor or its agents, employees or subcontractors, nor shall Company be liable for any damage to Contractor's business or other consequences arising out of loss, theft or damage. Furthermore, in no event shall either party be liable to the other or its agents, employees or subcontractors for any lost or prospective profits, or any other special, punitive, exemplary, consequential, incidental, or indirect loss or damage (whether in tort, contract or otherwise) relating to or arising from this Agreement.

5. INSURANCE

5.1 Insurance Amounts. Contractor shall procure and maintain, at its own expense, during the term of this Agreement, the following policies of insurance:

(a) Workers' Compensation Insurance providing statutory benefits and limits of liability complying with all applicable statutory requirements in the state(s) in which Contractor will be providing the Services and Employer's Liability Insurance with limits of not less than \$500,000 per accident or disease and \$1,000,000 aggregate by disease.

(b) Motor Vehicle Liability Insurance with coverage for all owned, non-owned and hired vehicles including the loading or unloading thereof, with combined single limits of not less than Three Million Dollars (\$3,000,000) per occurrence for bodily injury and property damage combined. If no vehicles are owned or leased, the Commercial General Liability Insurance shall be extended to provide insurance for non-owned and hired automobiles. Limits of liability requirements may be satisfied by a combination of motor vehicle liability and umbrella excess liability policies.

(c) Commercial General Liability Insurance providing coverage for premises/operations, contractual, products/completed operations with combined single limits of not less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage combined. Limits of liability requirements may be satisfied by a combination of commercial general liability and umbrella excess liability policies. Completed operations coverage shall continue to be maintained for at least one (1) year following the completion of the Services, and shall include Sears Holdings Management Corporation, Sears, Roebuck and Co., Kmart Corporation, Sears Logistics Services, Inc. and the other Indemnitees as additional insureds during such period of continuation, but only with respect to liability of the Insured for bodily injury, property damage, or personal injury arising under this Agreement.

(d) Crime Insurance covering employee dishonesty in an amount not less than One Million Dollars (\$1,000,000)

5.2 Insurance Requirements. All policies shall be issued by companies qualified to do business in the state where the services are to be provided, and shall be rated A-/VII or better in the most current edition of Best's Insurance Reports. Upon execution of this Agreement, Contractor shall, within fifteen (15) days, provide the Company with certificates of insurance evidencing the insurance coverage required hereunder. Should any of the above described policies or certificates be cancelled before the

expiration date thereof, notice will be delivered to Company in accordance with the policy. Evidence of insurance shall be submitted within fifteen days of the execution of this Agreement and on each insurance policy renewal thereafter.

5.3 Failure to Maintain Insurance. Contractor's failure to maintain the insurance required hereunder shall be a material breach of this Agreement. If Contractor does not furnish evidence of acceptable coverage within fifteen (15) days after Company's request, Company shall have the right, in its sole discretion, to withhold payments from Contractor until evidence of adequate coverage is provided or to immediately terminate this Agreement upon written notice to Contractor. Any approval by the Company of any certificates of insurance shall not relieve Contractor of any responsibility hereunder, including, without limitation, claims in excess of the limits and coverage described above. Receipt and review by the Company of any insurance certificates, or failure to request such evidence of insurance, shall not relieve Contractor of the obligation to comply with the insurance provisions of this Agreement.

5.4 Additional Insureds. Except for Workers' Compensation and Crime Insurance, Sears Holdings Management Corporation and its subsidiaries and affiliates shall be listed as additional insureds as stated in clause 5.1(c) above, with the standard "separation of Insureds" provision or cross-liability coverage. The policy shall state that coverage is primary, and non-contributory with other available coverage, but only for claims in whole or in part arising from the negligence or intentional acts of Contractor.

5.6 Subcontractors. In addition to the insurance coverage to be maintained by Contractor above, Contractor will require each subcontractor (if any) performing the Services under the direction of Contractor to obtain insurance coverage in such amounts Contractor determines in adequate pursuant to Contractor's internal policies. It is the responsibility of Contractor to obtain and maintain a certificate of insurance from each subcontractor and make the certificate(s) available to Company upon request. If a subcontractor does not maintain Workers' Compensation insurance, Contractor's workers' compensation insurance shall insure the subcontractor.

6. TERM

6.1 Term. The term of this Agreement shall commence on November 1, 2014, and shall continue for a period of three (3) years, until October 31, 2017, unless sooner terminated hereunder (the "Term").

6.2 Without Cause Termination. Company shall have the right to terminate this Agreement, without cause, cost or penalty, upon not less than thirty (30) days' prior written notice to Contractor.

6.3 Addition and Removal of Locations. Company shall have the right to unilaterally add or remove Locations to Exhibit A of this Agreement upon fifteen (15) days' prior written notice to Contractor in the form of an Exhibit E completed by Company. Company shall also have the right to terminate Services or any portion thereof, without cause, cost or penalty, upon not less than thirty (30) days' prior written notice to Contractor, with respect to any Location or business unit covered under this Agreement. Upon the effective date of any such removal of a Location, Contractor shall have no obligation to provide the terminated Services to such Location, and Company shall have no obligation to pay for any of Contractor's services to such Location beyond any fees due under this Agreement arising out of services performed for such Location through the effective date of such removal.

6.4 Out of the Ordinary Closures. Notwithstanding the foregoing, in the case of removal of Locations from Exhibit A, Contractor understands that from time to time, Company Locations may be temporarily or permanently and partially or entirely closed as a result of natural disasters, remodeling,

actions of landlords or governmental entities, or other such causes. In such case, the Company will have the right to terminate Services to the individual Location without providing thirty (30) days' prior written notice. Company will notify Contractor of the closure as soon as practicable and whether the Services are to be suspended or modified. Fees will be eliminated or reduced accordingly and immediately without any increase in fees at the other Locations.

6.5 Termination for Cause. Either party may terminate this Agreement upon any material breach of this Agreement by the other party. Any party seeking to exercise their rights under this Section, will provide written notice of the claimed breach to the party alleged to be in violation hereof. If the party claimed to be in default or breach has not cured the claimed breach within thirty (30) days after receipt of the notice alleging the breach or violation hereof, then the non-breaching party may exercise its right to terminate by providing written notice of the termination and termination date to the other party.

6.6 Renewal. The parties will have the right to renew this Agreement by mutual agreement for additional periods of one year each with compensation to Contractor at an amount or rate schedule to be agreed upon. Company will provide written notice if it intends to exercise the renewal option described not later than sixty (60) days' prior to the expiration of the Agreement.

6.7 Additional Termination Rights. Either party shall also have the right to cancel or terminate immediately the Agreement or any part of the Agreement and Contractor's obligations under this Agreement if:

6.7.1 a party becomes the subject of a case or seeks protection under the Federal Bankruptcy Code or similar state or federal insolvency laws; any creditor of a party commences action to enforce or foreclose upon a lien or security interest in property of a party; or any property of a party passes into the hands of a creditor of a party, receiver, or assignee for the benefit of creditors, becomes the subject of a levy for taxes or to satisfy a judgment, or otherwise is attached for the benefit of a creditor of a party (excluding the consensual granting of a lien or security interest by a party to secure a debt);

6.7.2 A change of control occurs with respect to a party, as defined in Section 9.7.

6.8 Transition Assistance upon Termination/Expiration. Contractor acknowledges the longstanding relationship of the parties, the economic value of this Agreement over its Term, the scope and breadth of Services provided hereunder, the possible need for continuation of Services for a short period of time after termination or expiration of the Term hereof and the complexity of implementing a large scale transition by Company to a replacement contractor for Services upon expiration or termination of this Agreement. Furthermore, Contractor recognizes that Company's orderly conduct of ongoing operations depends on timely invoice payment and other functions covered by this Agreement.

6.8.1 In the event of termination of this Agreement for any reason, whether by Company or by Contractor, or upon the expiration of the then current Term, Contractor shall cooperate with, and use its best commercial efforts to effect a smooth transition to, any replacement contractor chosen by Company so as to prevent interruption to Company's operations. Contractor's obligations to provide such transition assistance shall include, but not be limited to, coordination of invoice payment and full and complete information transfer to a new provider ("**Information Transfer**"). All information contained within the Reporting Tool (as defined in Exhibit G) shall be included in such Information Transfer, and all access rights to the Reporting Tool shall continue, which right includes transfer or replication onto any Excel spreadsheets or other document format or electronic transfer in the most currently available format and version. Contractor shall comply with the requirements set forth in Exhibit H that enables full and complete continued access by Company to the information contained within and copies of the Reporting Tool in a completely useable format. It is understood and agreed to by the parties that Contractor shall bear all costs related to the final Information Transfer in connection with any termination or expiration of this

Agreement, and that Contractor will not charge Company any additional fees for such.

6.8.2 In the event that, upon the effective date of the expiration of the Agreement or the termination of the Agreement for any reason other than nonpayment by Company, Company requires Services to continue at certain of the Locations, Contractor shall continue to perform the Services on a month to month basis as required at those Locations identified by Company, for up to a total period not to exceed six months after such expiration date or effective date of termination ("**Transition Services Period**"), and the rates as set forth in the then current Exhibit B shall continue to apply for Services rendered at such Locations. All terms and conditions shall continue to apply to Contractor's and Company's rights and duties hereunder during any such time.

7. CONFIDENTIALITY

7.1 Confidential Business Information. (a) The term "Confidential Business Information" means any information, whether disclosed in oral, written, visual, electronic or other form, which either party discloses, observes, or generates in connection with the Services. Confidential Business Information includes, but is not limited to, reports and other documents generated by the disclosing party, work product, business plans, strategies, forecasts and analyses, financial information, information about real estate owned or leased by either party or which either party is contemplating leasing or purchasing, employee and vendor information, software (including all documentation and code), hardware and system designs, architectures and protocols, product and service specifications, purchasing, logistics, sales, marketing and other business processes; and the terms and existence of this Agreement.

(b) The receiving party shall use Confidential Business Information only as necessary pertaining to the Services and its other obligations under this Agreement. The receiving party shall restrict disclosure of Confidential Business Information to its personnel who have a need to know such information pertaining to the Services and who have first agreed to be bound by the terms of this Article 7. Within ten days after receiving the disclosing party's written request, the receiving party shall destroy, in such a manner that it cannot be retrieved, or return (as instructed by the disclosing party) any materials containing Confidential Business Information; provided, however, that the receiving party will not be required to destroy any Confidential Business Information that the receiving party is required by law, statute or regulation to maintain. The receiving party shall certify to the disclosing party that it has satisfied its obligations under this Article 7.

(c) The obligations under this Article 7 do not apply to any Confidential Business Information that either party can demonstrate: (a) is or becomes publicly available without breach of this Agreement by Contractor; (b) is independently developed by either party without use of any Confidential Business Information; or (c) is received by either party from a third party that does not have an confidentiality obligation to the other party. A disclosing party may disclose Confidential Business Information to the extent that, in the reasonable opinion of the disclosing party's legal counsel, it is legally required to be disclosed. The disclosing party shall notify the other party within a reasonable time prior to disclosure and allow the party a reasonable opportunity to seek appropriate protective measures. Any such disclosure shall be limited in scope, nature and degree to that deemed necessary by counsel

7.2 Trademarks and Advertising. Contractor agrees that it will not use Sears, Kmart, SLS or their Affiliates names nor reveal the existence of this Agreement in any advertising, promotional activities, or publicity releases without Company's prior written consent and that it will direct its employees and agents to refrain from making any reference to this Agreement or Sears, Kmart, SLS or their Affiliates in the solicitation of business.

7.3 Customer Information. Contractor agrees that all information about Company's individual

customers, including, but not limited to, names, addresses, telephone numbers, account numbers, customer lists, and demographic, financial and transaction information will be deemed confidential and proprietary and included in the definition of Confidential Business Information described herein. This Section 7.3 does not apply to information independently developed by Contractor, without the use of Confidential Business Information, provided that Contractor is not using such information on Company or its Affiliates behalf. Contractor will not duplicate or incorporate the customer information into its own records or databases. Contractor will restrict disclosure of customer information to its employees who have a need to know such information to perform the Services and who have first agreed to be bound by the terms of confidentiality. Contractor is liable for any unauthorized disclosure or use of customer information by any of its employees or subcontractors. Contractor will not disclose such customer information to third parties and will notify Company immediately upon the discovery of the loss, unauthorized disclosure or unauthorized use of the customer information, and will defend, indemnify and hold harmless Company and the Indemnitees for such loss, and unauthorized disclosure or use, including attorneys' fees.

8. GENERAL PROVISIONS

8.1 Notices. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally with a receipt requested therefore, or (ii) sent by a nationally recognized overnight courier service, or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective (a) upon receipt or refusal if delivered personally, (b) one (1) business day after depositing with an overnight courier service for overnight delivery, or (c) four (4) business days after deposit in the mails if mailed. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

(i) If to Contractor:

(ii) If to Company: Sears Holdings Management Corporation
3333 Beverly Road
Hoffman Estates, Illinois 60179
Attn: Procurement

With a copy to: General Counsel
Sears Holdings Corporation
3333 Beverly Road
Hoffman Estates, Illinois 60179

8.2 Assignment. Neither party shall assign all or any part of its rights or obligations hereunder, without the prior written consent of the other, and any attempt to do so shall be null and void and of no force or effect whatsoever. Notwithstanding anything contained herein, upon notice to the other party, a party shall have the right to assign this Agreement to its parent entity or affiliates or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase, or public offering. The Company shall

have no further duties or obligations under this Agreement upon its assignment of all of its rights. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

8.3 No Waiver. No delay or omission on the part of any party hereto in exercising any right hereunder shall operate as a waiver of such right or any other right under this Agreement.

8.4 Headings. The Article and Section headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.

8.5 Applicable Law. This Agreement shall be deemed to be entered into and shall be interpreted and construed in accordance with the laws of the State of Illinois without reference to rules governing choice of law.

8.6 Entire Agreement. This Agreement, together with the exhibits referred to herein, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and this Agreement supersedes all prior proposals, agreements, memorandum, understanding, negotiations and discussions, whether written or oral, of the parties in connection with the subject matter hereof. No change, amendment or modification of this Agreement shall be binding unless in writing and executed by the party to be bound thereby. The recitals to this Agreement are true and correct, and hereby made part of this Agreement as if repeated in this Section 8.6.

8.7 Company Affiliates. If requested by Company in writing, Contractor will make the Service available under these terms and conditions to any entity that is, at the time it requests Services, a subsidiary or affiliate of Sears Holdings Management Corporation, upon prior credit approval and acceptance by Contractor. Any Affiliate added under this provision shall execute its own scope of work and Affiliate Acceptance Agreement, in the format attached as Exhibit D, to be signed by the Affiliate and Contractor. In addition, any Affiliate shall remain solely and independently liable for payment for Services rendered on their behalf, and Contractor agrees to look solely to such Affiliate (and not to Company) for satisfaction of any liability arising under or relating to such scope of work. Contractor will, if requested, provide separate billing and record keeping for Services provided to Sears', Kmart's, or SLS' subsidiaries, affiliates, or departments.

As used herein, "Affiliate" means:

- a. any person, corporation, partnership, limited liability company, joint venture, business trust, association or other entity that controls, is controlled with or by or is under common control with a party,
- b. any entity that is managed, operated or directed by Sears, Kmart or SLS, is licensed to do business using the Sears, Kmart or SLS or Company name, or does business within a Sears, Kmart, SLS or Company store, or
- c. any business which has been or is divested or spun-off by Sears, Kmart, SLS, or another Affiliate, for the remainder of the Term of this Agreement.

8.8 Survival. Upon termination or expiration of this Agreement, all terms that by their nature should survive, will survive, including without limitation, the obligations set forth in Articles 2.6, 4, 5.1.c., 6 and 7.

8.9 Ownership of Documents. All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, and other documents and materials which may be furnished to Contractor hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of Company. Upon the termination of this Agreement, or upon request of Company, during any stage of the Services, Contractor shall promptly deliver all such

materials to Company.

8.10 Rights and Remedies. Duties and obligations imposed by this Agreement and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

8.11 Interpretation. This Agreement has been negotiated and entered into by each party with the independent advice of counsel and shall not be construed against one party or the other based on which party drafted any portion of the Agreement.

8.12 Severability. If any provision of this Agreement is deemed invalid, illegal, or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken, and (ii) the remainder of this Agreement will remain in full force and effect.

8.13 Further Assurances and Cooperation. Contractor agrees to execute such further instruments and documents as may be reasonably necessary or proper in order to complete the transactions and implement the agreements of the parties contemplated by this Agreement. Contractor agrees to use commercially reasonable efforts to (i) cooperate with the Company and any persons and entities designated by the Company, and (ii) make non-proprietary documents, materials and information available to the Company, respond promptly to all requests and inquiries of the Company and keep the Company informed of any performance of the Services.

8.14 No Third Party Beneficiaries. This Agreement shall not be deemed to confer any rights to any other party as a third party beneficiary or otherwise.

8.15 Youth Employment. Contractor further agrees and warrants that, as to minor employees (under the age of 18), all Federal and State Child Labor Laws, including, but not limited to, wages, hours, work authorizations and hazardous occupations, are complied with, that Contractor has a program to train and audit for compliance, that Contractor will immediately notify Company of any violation, and Contractor will allow Company reasonable access to Contractor business records to audit and determine compliance. Contractor agrees that failure to adhere to or comply with child labor laws would constitute a material breach of this Agreement.

8.16 Exhibits. Attached hereto are Exhibits A, B, C, D E, F, G and H, the terms and conditions of which are hereby incorporated by reference herein. In the event of a conflict between this Agreement and the exhibits, the terms and conditions of this Agreement shall prevail. Any provisions of either party's proposals, contracts, invoices, billing statements, acknowledgement forms or any other document which are inconsistent with the provisions of this Agreement shall be of no force or effect.

Signature Page Follows

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COMPANY:

**SEARS, ROEBUCK AND CO.
KMART CORPORATION
SEARS LOGISTICS SERVICES, INC.**

By their agent:
Sears Holdings Management Corporation

DocuSigned by:
By: Hemant Porwal
Name: Hemant Porwal
Title: Vice President

CONTRACTOR:

CROWN EQUIPMENT CORPORATION

DocuSigned by:
By: Jim Smeltzly
Name: Jim Smeltzly
Title: Director, National Accounts

- Exhibits:
- A. Company Facility "Locations"
 - B. Services (includes statement of work, description of services, dates and timelines, rates, invoice instructions, reporting requirements)
 - C. Company Key Supplier Performance Program
 - D. Affiliate Acceptance Agreement
 - E. Form for Adding/Removing Locations
 - F. Information Security